

U.S. COURTS
2000 JUL 11 PM 1:11
RECEIVED
CLERK OF COURT
CLERK S. BURKE
CLERK, IDAHO

THIS SPACE IS FOR
COURT USE ONLY

Check here if this claim ☐ replaces ☐ amends } a previously filed claim, dated: _____

1. BASIS FOR CLAIM

- ☐ Goods sold
☐ Services performed
☒ Money loaned
☐ Personal Injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

- ☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries, and compensations (Fill out below)

Your social security number _____
Unpaid compensations for services performed
from _____ to _____
(date) (date)

2. DATE DEBT WAS INCURRED
JULY 1, 1996

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another.
CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.

☒ SECURED CLAIM \$ 5,749.40 + 10%
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges included in secured claim above, if any \$ 1200

☐ **UNSECURED NONPRIORITY CLAIM \$** _____
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM \$ _____
Specify the priority of the claim.

- ☐ Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier) - 11 U.S.C. § 507(a)(3)
- ☐ Contributions to an employee benefit plan - U.S.C. § 507(a)(4)
- ☐ Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
- ☐ Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7)
- ☐ Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

\$ _____ \$ 5,749.40
 (Unsecured) (Secured)

\$ _____	\$ 5,749.40
(Priority)	(Total)

☐ Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date _____

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

JUNE 30, 2000

O. JEFFERSON

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

IDAHO

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER: 1G3NL5508SM321818
 YEAR: 1995 MAKE: OLDS BODY: 40 MODEL: ACV
 TITLE NUMBER: 96322203 REGISTRATION DATE: 02/10/1997
 ODOMETER READING: 21711 ACTUAL DATE: 07/01/1996
 OTHER PERTINENT DATA:

LEWANDOWSKI, MARTIN OK
 LEWANDOWSKI, SHARON
 HC 34 MAYFIELD STAGE
 BOISE, ID 83706

1256001180633

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is shown unless indicated otherwise (NO TENTHS) DATE: <input type="checkbox"/> In Terms of Mechanical Units <input type="checkbox"/> Exact <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device		5 PURCHASER'S PRINTED NAME(S) A: B:	
2 DATE SOLD: _____ SELLING PRICE: _____		6 ADDRESS:	
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S): _____		7 CITY: _____ STATE: _____ ZIP: _____	
4 I certify to the best of my knowledge that the odometer reading reflects the actual mileage unless otherwise indicated. I am hereby releasing my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A: X B: X		8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A: X B: X	

FIRST LIEN KEY BANK USA NA 5000 TIEDEMAN RD STE B BROOKLYN, OH 44144-2340 RECORDED 07/23/1996 08136		SECOND LIEN	
9 SIGNATURE RELEASING LIEN DATE: _____ X		10 SIGNATURE RELEASING LIEN DATE: _____ X	
11 NEW LIENHOLDER'S NAME		12 ADDRESS	
13 CITY: _____ STATE: _____ ZIP: _____		14 CITY: _____ STATE: _____ ZIP: _____	

Alterations May Void This Document

02791006



CONSUMER NOTE INSTALLMENT LOAN NOTE, SECURITY AGREEMENT AND DISCLOSURE STATEMENT

960293

FORM 101 10-2000 1/93
AUTOMATICBORROWER(S): **MARTIN W LEWANDOWSKI**

HC 34 MAYFIELD STAGE

BOISE, ID 83706

NAME **SHARDN A LEWANDOWSKI**

NAME

3211-125600180633

ADDRESS

NAME

ADDRESS

BANK: **KEY BANK USA, NATIONAL ASSOCIATION, . . . SUITE B,**

5000 Tiedeman Rd Ste B Brooklyn OH 44144

MEANING OF WORDS — In this document the word "Agreement" will mean Installment Loan Note, Security Agreement and Disclosure Statement. In this Agreement, the words "you" and "your" mean each and all of those persons who sign it individually and together. The words "we", "us", and "our" refer to the Bank. "Loan" means the Agreement and the debt it evidences.

DISCLOSURE STATEMENT

FINANCIAL INFORMATION	AMOUNT FINANCED	ANNUAL PERCENTAGE RATE	FINANCE CHARGE	TOTAL OF PAYMENTS
	The amount of credit provided to you on your behalf	The cost of credit to you as a yearly rate which may be subject to change.	The dollar amount the credit will cost you which may be subject to change.	The amount you will have paid after making all scheduled payments which may be subject to change.
	\$ 12064.68	10.00 %	\$ 4094.28	\$ 16158.96

PAYMENT SCHEDULE

Number of Payments	Amount of Payment	Payments Are Due Monthly Beginning
72	\$ 224.43	08/15/96

* The Number of Payments will be subject to change if the VARIABLE RATE box is checked below.

☒ **FIXED RATE** — Unless the Variable Rate box is clearly checked below, the Contract Rate on this Agreement will remain constant until maturity.

☐ **VARIABLE RATE** — The Contract Rate, which is determined by adding a margin to the index rate described below, may increase or decrease during the term of this Loan if the Variable Rate Index described below increases or decreases. Increases in the Contract Rate will result in additional payments at the same amount while any decrease in the Contract Rate will result in fewer payments at the same amount. For example, if your loan is for \$5,000 for 48 months at an initial Contract Rate of 12.00% and the Contract Rate increased to 13.5% after three (3) months, you would have to make two additional payments with the final payment being \$95.98.

VARIABLE RATE INDEX — The Variable Rate Index (Index) is based on the three (3) month Secondary Market Certificates of Deposit rate which is published in The Wall Street Journal Money Rates table. The Index is a weekly average of the rates in effect for the week beginning the Monday following the 14th day of the month prior to the month of each Contract Rate change date. The Contract Rate will be adjusted on each third month anniversary of the date of this Agreement. The Contract Rate will not be increased or decreased by more than 1.5% on any rate change date based on a change in the Index.

CREDIT INSURANCE — YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.

	Amount Covered	Term	Premium
<input type="checkbox"/> Credit Line (Insured Only)	N/A	N/A	N/A
<input type="checkbox"/> Credit Life (Insured/Uninsured Insured)	N/A	N/A	N/A
<input type="checkbox"/> Credit Disability (Insured Only)	N/A	N/A	N/A

You desire the credit insurance indicated above.

SIGNATURE OF BORROWER

SIGNATURE OF JOINT BORROWER

OTHER INSURANCE — You are required to obtain property insurance. You may purchase this insurance from anyone that is not expensive to us.

SECURITY — You give us a security interest in the goods or property you insured and (brief description of other security, if any)

FILING FEES — \$ (if paid in cash)

LATE CHARGE — For each payment that we do not receive within ten (10) days after it is due, you agree to pay us a late charge of 10% of the payment, but not more than \$30.00 for each late payment.

PREPAYMENT — You may have to pay a prepayment charge if you pay off your Loan early unless you are a resident of Delaware, Maryland, New Mexico, South Carolina, Utah, Vermont or West Virginia in which case you can pay off your Loan at any time without a prepayment charge.

See the rest of this Agreement, including the reverse side, for any additional information about nonpayment, default, prepayment charges and insurance coverages.

ITEMIZATION OF AMOUNT FINANCED

NUMBER OF MONTHLY PAYMENTS	72
MONTHLY PAYMENT AMOUNT	\$ 224.43
CONTRACT RATE	10.00 %
LOAN PROCEEDS	
Amount given directly to you	\$ 0.00
Amount paid on your loan(s) with us	\$ 0.00
Amounts paid to others on your behalf	
GRANT PETERSEN	\$ 11978.18
AUTO GROUP	\$ N/A
	\$ N/A

a) Total Loan Proceeds

\$ 11978.18

ADDITIONAL CHARGES FINANCED

Filing fees	\$ 8.00
Credit Insurance	\$ N/A
DOC FEE	\$ 78.50
	\$ N/A
	\$ N/A
b) Total Additional Charges	\$ 86.50
c) AMOUNT FINANCED (sum of a + b)	\$ 12064.68
PREPAID FINANCE CHARGES	
Loan Processing Fee	\$ N/A
	\$ N/A
d) Total Prepaid Finance Charges	\$ 0.00
PRINCIPAL NOTE AMOUNT (sum of c + d)	\$ 12064.68

of 12.00% and the Contract Rate increased by 1.00% after three (3) months, you will have to make the above stated payments for the first 36 months of the term of the loan. The Variable Rate Index is based on the three (3) month Secondary Market Certificate of Deposit rate which is published in The Wall Street Journal "Money Rates" table. The index is a weekly average of the rates in effect for the week beginning the Monday following the 14th day of the month prior to the month of each Contract Rate change date. The Contract Rate will be adjusted on each third month anniversary of the date of this Agreement. The Contract Rate will not be increased or decreased by more than 1.5% in any rate change date based on a change in the index.

CREDIT INSURANCE — YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.

	Amount Covered	Term	Premium
<input type="checkbox"/> Credit Life (Insured Only)	N/A	N/A	N/A
<input type="checkbox"/> Credit Life (Insured/Not Insured)	N/A	N/A	N/A
<input type="checkbox"/> Credit Disability (Insured Only)	N/A	N/A	N/A

You desire the credit insurance indicated above.

SIGNATURE OF BORROWER

SIGNATURE OF JOINT INSURED

OTHER INSURANCE — You are required to obtain property insurance. You may purchase this insurance from anyone that is acceptable to us.

SECURITY — You give us a security interest in the goods or property purchased and (if not described on other property, if any)

FILING FEES — \$ _____ ? paid in cash

LATE CHARGE — For each payment that we do not receive within ten (10) days after it is due, you agree to pay us a late charge of 10% of the payment, but not more than \$30.00 for each late payment.

PREPAYMENT — You may have to pay a prepayment charge if you pay off your loan early unless you are a resident of Delaware, Maryland, New Mexico, South Carolina, Utah, Vermont or West Virginia in which case you can pay off your loan at any time without a prepayment charge.

See the rest of this Agreement, including the reverse side, for any additional information about nonpayment, default, prepayment charges and insurance coverage(s).

ITEMIZATION OF AMOUNT FINANCED

NUMBER OF MONTHLY PAYMENTS **72**
MONTHLY PAYMENT AMOUNT \$ **224.43**
CONTRACT RATE **10.00%**
LOAN PROCEEDS
Amount given directly to you \$ **0.00**
Amount paid on your loan(s) with us \$ **0.00**
Amounts paid to others on your behalf:
GRANT PETERSEN \$ **11978.18**
AUTO GROUP \$ **N/A**
\$ **N/A**

a) Total Loan Proceeds \$ **11978.18**

ADDITIONAL CHARGES FINANCED

Filing fees \$ **8.00**
Credit Insurance \$ **N/A**
DDC FEE \$ **78.50**
\$ **N/A**
\$ **N/A**
b) Total Additional Charges \$ **86.50**
c) AMOUNT FINANCED (sum of a + b) \$ **12064.68**
PREPAID FINANCE CHARGES
Loan Processing Fee \$ **N/A**
\$ **N/A**
d) Total Prepaid Finance Charges \$ **0.00**
PRINCIPAL NOTE AMOUNT (sum of c + d) \$ **12064.68**

NOTE AND SECURITY AGREEMENT DATE **07/01/96** EXECUTED AT **MTN HOME, ID 83647**

NOTE — To repay your loan, you promise to pay to our order the PRINCIPAL NOTE AMOUNT stated above, together with interest at the CONTRACT RATE stated above, in accordance with the terms and conditions and at the rates set forth in the DISCLOSURE STATEMENT and on the reverse side hereof without relief from valuation and appraisal laws, if applicable. You will pay this amount of any of our offices in consecutive monthly payments in accordance with the Payment Schedule described in the DISCLOSURE STATEMENT. You agree to pay the number of consecutive monthly payments necessary to pay the principal and interest on this loan in full.

SECURITY AGREEMENT — To protect us in the event of default on this Agreement, you give us a security interest, and assign as security all of your rights, title and interest, in the property described below and in all parts, appliances, equipment, fixtures, substitutions and proceeds from the sale of the Collateral, and less proceeds or returned or unearned premiums of insurance policies in regard to this loan (the "Collateral"). The Collateral shall also secure the payment of any advances that we make under this Agreement. By giving us a security interest in the Collateral, you waive any right provided by law to claim the Collateral exempt from legal process. You also agree that we have a right of set off, subject to applicable state law limitations, against any monies you have in our possession.

USED 95 OLDS ACHI 1G3NL55D8SM321818

INSURANCE — You understand you must maintain property insurance on the Collateral covered by this Agreement for its full insurable value as more fully described on the reverse side of this Agreement, and that you can buy this insurance through an agent or person of your choosing acceptable to us.

ADDITIONAL TERMS AND CONDITIONS — You understand that the additional terms and conditions printed on the reverse side are part of this Agreement and that you are bound by them in the same manner as if they were printed on the front. You also acknowledge that you have received a completed copy of the Agreement.

NOTICE TO CONSUMER — (1) Do not sign this Agreement before you read it; (2) You are entitled to a copy of this Agreement; (3) You may, at any time, prepay the unpaid balance subject to such penalty as the Agreement and applicable law permits.

Grant Petersen *Sharon J. J. J. J. J.*

SIGNATURE

SIGNATURE

SIGNATURE

NOTICE TO CO-SIGNER — Your signature on this note means that you are equally liable for the repayment of this loan. If the borrower does not pay, the lender has the legal right to collect from you.

Florida Documentary Stamp Tax required by law in the amount of \$ _____
of Revenue, Certificate of Registration No. 34-0787057-78-01.

N/A

has been paid or will be paid directly to the Department

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to. And that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If the debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

ORIGINAL